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17 OFFICE DEPOT, INC.

18 UNITED STATES DISTRICT COURT  
19 CENTRAL DISTRICT OF CALIFORNIA  
20

21 EDDY VINICIO GONZALEZ, an  
individual,  
22 Plaintiff,  
23 v.  
24 OFFICE DEPOT, INC., a Florida  
25 corporation; and Does 1 through 50,  
inclusive,  
26 Defendant.  
27

Case No. 2:15-cv-10011 JAK (JEMx)

ASSIGNED FOR ALL PURPOSES TO  
HON. JUDGE JOHN F. KRONSTADT

**STIPULATED PROTECTIVE  
ORDER**

**[DISCOVERY MATTER]**

Trial Date: April 11, 2017  
Complaint Filed: November 24, 2015  
(originally filed in Los Angeles Superior  
Court)

1                   **1.                   PURPOSE AND LIMITS OF THIS ORDER<sup>1</sup>**

2                   Discovery in this action is likely to involve confidential, proprietary or private  
3 information requiring special protection from public disclosure and from use for any  
4 purpose other than this litigation. Thus, the Court enters this Protective Order. This  
5 Order does not confer blanket protections on all disclosures or responses to discovery,  
6 and the protection it gives from public disclosure and use extends only to the specific  
7 material entitled to confidential treatment under the applicable legal principles. This  
8 Order does not automatically authorize the filing under seal of material designated  
9 under this Order. Instead, the parties must comply with Local Rule 79-5.1 and this  
10 Court's Order Re Pilot Program for Under Seal Documents if they seek to file  
11 anything under seal. This Order does not govern the use at trial of material designated  
12 under this Order.

13                   **2.                   DESIGNATING PROTECTED MATERIAL**

14                   **2.1                   Over-Designation Prohibited.** Any party or non-party who  
15 designates information or items for protection under this Order as "CONFIDENTIAL,"  
16 "HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY" (a "designator") must  
17 only designate specific material that qualifies under the appropriate standards. To the  
18 extent practicable, only those parts of documents, items or oral or written  
19 communications that require protection shall be designated. Designations with a  
20 higher confidentiality level when a lower level would suffice are prohibited. Mass,  
21 indiscriminate, or routinized designations are prohibited. Unjustified designations  
22 expose the designator to sanctions, including the Court's striking all confidentiality  
23 designations made by that designator. Designation under this Order is allowed only if  
24 the designation is necessary to protect material that, if disclosed to persons not  
25 authorized to view it, would cause competitive or other recognized harm. Material  
26 may not be designated if it has been made public, or if designation is otherwise

27  
28                   <sup>1</sup> This Protective Order is based largely on the Standing Protective Order for Patent  
Cases Assigned to Judge John A. Kronstadt, with some modifications as necessary.

unnecessary to protect a secrecy interest. If a designator learns that information or items that it designated for protection do not qualify for protection at all or do not qualify for the level of protection initially asserted, that designator must promptly notify all parties that it is withdrawing the mistaken designation.

**2.2 Manner and Timing of Designations.** Designation under this Order requires the designator to affix the applicable legend (“CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY”) to each page that contains protected material. For testimony given in deposition or other proceeding, the designator shall specify all protected testimony and the level of protection being asserted. It may make that designation during the deposition or proceeding, or may invoke, on the record or by written notice to all parties on or before the next business day, a right to have up to 21 days from the deposition or proceeding to make its designation.

**2.2.1** A party or non-party that makes original documents or materials available for inspection need not designate them for protection until after the inspecting party has identified which material it would like copied and produced. During the inspection and before the designation, all material shall be treated as HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY. After the inspecting party has identified the documents it wants copied and produced, the producing party must designate the documents, or portions thereof, that qualify for protection under this Order.

**2.2.2** Parties shall give advance notice if they expect a deposition or other proceeding to include designated material so that the other parties can ensure that only authorized individuals are present at those proceedings when such material is disclosed or used. The use of a document as an exhibit at a deposition shall not in any way affect its designation. Transcripts containing designated material shall have a legend on the title page noting the presence of designated material, and the title page shall be followed by a list of all pages (including line numbers as appropriate) that

1 have been designated, and the level of protection being asserted. The designator shall  
 2 inform the court reporter of these requirements. Any transcript that is prepared before  
 3 the expiration of the 21-day period for designation shall be treated during that period  
 4 as if it had been designated HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY  
 5 unless otherwise agreed. After the expiration of the 21-day period, the transcript shall  
 6 be treated only as actually designated.

7 **2.3 Inadvertent Failures to Designate.** An inadvertent failure to  
 8 designate does not, standing alone, waive protection under this Order. Upon timely  
 9 assertion or correction of a designation, all recipients must make reasonable efforts to  
 10 ensure that the material is treated according to this Order.

### 11 **3. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

12 All challenges to confidentiality designations shall proceed under Local Rule  
 13 37-1 through Local Rule 37-4.

### 14 **4. ACCESS TO DESIGNATED MATERIAL**

15 **4.1 Basic Principles.** A receiving party may use designated material  
 16 only for this litigation. Designated material may be disclosed only to the categories of  
 17 persons and under the conditions described in this Order.

18 **4.2 Disclosure of CONFIDENTIAL Material Without Further**  
 19 **Approval.** Unless otherwise ordered by the Court or permitted in writing by the  
 20 designator, a receiving party may disclose any material designated CONFIDENTIAL  
 21 only to:

22 **4.2.1** The receiving party's outside counsel of record in this action and  
 23 employees of outside counsel of record to whom disclosure is reasonably necessary;

24 **4.2.2** The officers, directors, and employees of the receiving party to  
 25 whom disclosure is reasonably necessary, and who have signed the Agreement to Be  
 26 Bound (Exhibit A);

1           **4.2.3**           Experts retained by the receiving party's outside counsel of record  
2 to whom disclosure is reasonably necessary, and who have signed the Agreement to  
3 Be Bound (Exhibit A);

4           **4.2.4**           The Court and its personnel;

5           **4.2.5**           Outside court reporters and their staff, professional jury or trial  
6 consultants, and professional vendors to whom disclosure is reasonably necessary, and  
7 who have signed the Agreement to Be Bound (Exhibit A);

8           **4.2.6**           During their depositions, witnesses in the action to whom  
9 disclosure is reasonably necessary and who have signed the Agreement to Be Bound  
10 (Exhibit A); and

11           **4.2.7**           The author or recipient of a document containing the material, or a  
12 custodian or other person who otherwise possessed or knew the information.

13           **4.3           Disclosure of HIGHLY CONFIDENTIAL – ATTORNEY**  
14 **EYES ONLY Material Without Further Approval.** Unless permitted in writing by  
15 the designator, a receiving party may disclose material designated HIGHLY  
16 CONFIDENTIAL – ATTORNEY EYES ONLY without further approval only to:

17           **4.3.1**           The receiving party's outside counsel of record in this action and  
18 employees of outside counsel of record to whom it is reasonably necessary to disclose  
19 the information;

20           **4.3.2**           The Court and its personnel;

21           **4.3.3**           Outside court reporters and their staff, professional jury or trial  
22 consultants, and professional vendors to whom disclosure is reasonably necessary, and  
23 who have signed the Agreement to Be Bound (Exhibit A); and

24           **4.3.4**           The author or recipient of a document containing the material, or a  
25 custodian or other person who otherwise possessed or knew the information.

26           **4.4           Procedures for Approving or Objecting to Disclosure of**  
27 **HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY Material to In-House**  
28 **Counsel or Experts.** Unless agreed to in writing by the designator:

1           **4.4.1**           A party seeking to disclose to in-house counsel any material  
2 designated HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY must first make  
3 a written request to the designator providing the full name of the in-house counsel, the  
4 city and state of such counsel's residence, and such counsel's current and reasonably  
5 foreseeable future primary job duties and responsibilities in sufficient detail to  
6 determine present or potential involvement in any competitive decision-making.

7           **4.4.2**           A party seeking to disclose to an expert retained by outside counsel  
8 of record any information or item that has been designated HIGHLY  
9 CONFIDENTIAL –ATTORNEY EYES ONLY must first make a written request to  
10 the designator that (1) identifies the general categories of HIGHLY CONFIDENTIAL  
11 – ATTORNEY EYES ONLY information that the receiving party seeks permission to  
12 disclose to the expert, (2) sets forth the full name of the expert and the city and state of  
13 his or her primary residence, (3) attaches a copy of the expert's current resume, (4)  
14 identifies the expert's current employer(s), (5) identifies each person or entity from  
15 whom the expert has received compensation or funding for work in his or her areas of  
16 expertise (including in connection with litigation) in the past five years, and (6)  
17 identifies (by name and number of the case, filing date, and location of court) any  
18 litigation where the expert has offered expert testimony, including by declaration,  
19 report or testimony at deposition or trial, in the past five years. If the expert believes  
20 any of this information at (4) - (6) is subject to a confidentiality obligation to a third  
21 party, then the expert should provide whatever information the expert believes can be  
22 disclosed without violating any confidentiality agreements, and the party seeking to  
23 disclose the information to the expert shall be available to meet and confer with the  
24 designator regarding any such confidentiality obligations.

25           **4.4.3**           A party that makes a request and provides the information  
26 specified in paragraphs 4.4.1 or 4.4.2 may disclose the designated material to the  
27 identified in-house counsel or expert unless, within seven days of delivering the  
28

request, the party receives a written objection from the designator providing detailed grounds for the objection.

**4.4.4** All challenges to objections from the designator shall proceed under Local Rule 37-1 through Local Rule 37-4.

## **5. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION**

**5.1 Subpoenas and Court Orders.** This Order in no way excuses noncompliance with a lawful subpoena or court order. The purpose of the duties described in this section is to alert the interested parties to the existence of this Order and to give the designator an opportunity to protect its confidentiality interests in the court where the subpoena or order issued.

**5.2 Notification Requirement.** If a party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items received by that party in this action and designated in this action as CONFIDENTIAL, HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY, that party must do the following.

**5.2.1** Promptly notify the designator in writing. Such notification shall include a copy of the subpoena or court order.

**5.2.2** Promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Order. Such notification shall include a copy of this Order.

**5.2.3** Cooperate with all reasonable procedures sought by the designator whose material may be affected.

**5.3 Wait For Resolution of Protective Order.** If the designator promptly seeks a protective order, the party served with the subpoena or court order shall not produce any information designated in this action as CONFIDENTIAL, HIGHLY CONFIDENTIAL – ATTORNEY EYES ONLY before a determination by



1 the court where the subpoena or order issued, unless the party has obtained the  
2 designator's permission. The designator shall bear the burden and expense of seeking  
3 protection of its confidential material in that court.

4 **6. UNAUTHORIZED DISCLOSURE OF DESIGNATED**  
5 **MATERIAL**

6 If a receiving party learns that, by inadvertence or otherwise, it has disclosed  
7 designated material to any person or in any circumstance not authorized under this  
8 Order, it must immediately (1) notify in writing the designator of the unauthorized  
9 disclosures, (2) use its best efforts to retrieve all unauthorized copies of the designated  
10 material, (3) inform the person or persons to whom unauthorized disclosures were  
11 made of all the terms of this Order, and (4) use reasonable efforts to have such person  
12 or persons execute the Agreement to Be Bound (Exhibit A).

13 **7. INADVERTENT PRODUCTION OF PRIVILEGED OR**  
14 **OTHERWISE PROTECTED MATERIAL**

15 When a producing party gives notice that certain inadvertently produced  
16 material is subject to a claim of privilege or other protection, the obligations of the  
17 receiving parties are those set forth in Fed. R. Civ. P. 26(b)(5)(B). This provision is  
18 not intended to modify whatever procedure may be established in an e-discovery order  
19 that provides for production without prior privilege review pursuant to Fed. R. Evid.  
20 502(d) and (e).

21 **8. FILING UNDER SEAL**

22 Without written permission from the designator or a Court order, a party may  
23 not file in the public record in this action any designated material. A party seeking to  
24 file under seal any designated material must comply with Local Rule 79-5 and this  
25 Court's Standing Order with respect to the filing of under seal documents. Filings may  
26 be made under seal only pursuant to a court order authorizing the sealing of the  
27 specific material at issue. The fact that a document has been designated under this  
28 Order is insufficient to justify filing under seal.



1           Instead, parties must explain the basis for confidentiality of each document  
 2 sought to be filed under seal. Because a party other than the designator will often be  
 3 seeking to file designated material, cooperation between the parties in preparing, and  
 4 in reducing the number and extent of, requests for under seal filing is essential.  
 5 Accordingly, counsel are ordered to meet and confer in person or by telephone at least  
 6 seven (7) calendar days prior to the filing of an application wherein the basis for the  
 7 sealing is that it has been deemed confidential by the other party. Not later than two (2)  
 8 calendar days after the meet and confer process, the opposing party shall confirm  
 9 whether such information shall be designated as confidential or whether it can be  
 10 made available to the public. Such an application shall contain the dates and method  
 11 by which the parties met and conferred otherwise it will be denied without prejudice  
 12 to an amended application being filed after counsel have completed this process. If a  
 13 *receiving party's* request to file designated material under seal pursuant to Local Rule  
 14 79-5.1 is denied by the Court, then the receiving party *may file the material in the*  
 15 *public record* unless (1) *the designator* seeks reconsideration within four (4) days of  
 16 the denial, or (2) as otherwise instructed by the Court.

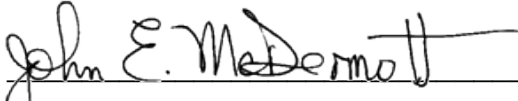
## 17           **9.                   FINAL DISPOSITION**

18           Within 60 days after the final disposition of this action, each party shall return  
 19 all designated material to the designator or destroy such material, including all copies,  
 20 abstracts, compilations, summaries and any other format reproducing or capturing any  
 21 designated material. The receiving party must submit a written certification to the  
 22 designator by the 60-day deadline that (1) identifies (by category, where appropriate)  
 23 all the designated material that was returned or destroyed, and (2) affirms that the  
 24 receiving party has not retained any copies, abstracts, compilations, summaries or any  
 25 other format reproducing or capturing any of the designated material. This provision  
 26 shall not prevent counsel from retaining an archival copy of all pleadings, motion  
 27 papers, trial, deposition and hearing transcripts, legal memoranda, correspondence,  
 28 deposition and trial exhibits, expert reports, attorney work product, and consultant and

1 expert work product, even if such materials contain designated material. Any such  
2 archival copies remain subject to this Order.

3 **IT IS SO ORDERED.**

4 Dated: May 25, 2016

5  
6 

7 HON. JOHN E. MCDERMOTT  
8 UNITED STATES MAGISTRATE JUDGE

9 Dated: \_\_\_\_\_, 2016

10  
11 /s/ Ronald Yoosefian

12 RONALD YOOSEFIAN  
13 YOOSEFIAN LAW FIRM, P.C.  
14 Attorneys for Plaintiff  
15 EDDY VINICIO GONZALEZ

16 Dated: \_\_\_\_\_, 2016

17 /s/ Sarah E. Ross

18 TANJA L. DARROW  
19 SARAH E. ROSS  
20 BROOKE DEARDURFF  
21 LITTLER MENDELSON, P.C.  
22 Attorneys for Defendant  
23 OFFICE DEPOT, INC.

**EXHIBIT A**  
**AGREEMENT TO BE BOUND**

I, \_\_\_\_\_ [print or type full name], of  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I  
have read in its entirety and understand the Protective Order that was issued by the  
United States District Court for the Central District of California on \_\_\_\_\_ [date] in  
the case of Eddy Vinicio Gonzalez v. Office Depot, Inc., Case No. 2:15-cv-10011  
JAK (JEMx). I agree to comply with and to be bound by all the terms of this  
Protective Order, and I understand and acknowledge that failure to so comply could  
expose me to sanctions and punishment for contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Protective  
Order to any person or entity except in strict compliance with this Order.

I further agree to submit to the jurisdiction of the United States District Court  
for the Central District of California for the purpose of enforcing this Order, even if  
such enforcement proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of  
\_\_\_\_\_ [print or type full address and  
telephone number] as my California agent for service of process in connection with  
this action or any proceedings related to enforcement of this Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_

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